

AGREEMENT FOR SERVICES #065-S1711

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and El Dorado County Office of Education (EDCOE), Adult Education Program, a public education entity, whose principal place of business is 6767 Green Valley Road, Placerville, CA 95667, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide Assembly Bill 109 enhanced educational services to the Placerville and South Lake Tahoe El Dorado County Jail facilities and El Dorado County Community Corrections Center (CCC) as established in the Public Safety Realignment Plan/Community Corrections Partnership; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

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ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel and equipment necessary to provide Services for the El Dorado County Jail facilities shall be in accordance with Exhibit "A" titled "El Dorado County Office of Education and El Dorado County Jail facilities Assembly Bill 109 enhanced education program Scope of Services" and Services for the El Dorado County Community Corrections Center shall be in accordance with Exhibit "B" titled "El Dorado County Office of Education and Community Corrections Center Assembly Bill 109 enhanced education program Scope of Services".

All services shall be in accordance with Exhibit "C" titled "El Dorado County Office of Education and El Dorado County Jail, Placerville Location, El Dorado County Jail, South Lake Tahoe Location, El Dorado County Probation, Community Corrections Center Location, Curriculum Descriptions."

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of July 1, 2016 through June 30, 2019.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered.

For the purposes of this Agreement, the billing rate shall be in accordance with Exhibit "D" titled "El Dorado County Office of Education Billing Rates and Assumptions"

Funding for this agreement is approved by the Community Corrections Partnership (CCP) Executive Committee on an annual basis. Should the CCP Executive Committee, during the course of a given year for financial reasons reduce, or order a reduction, in the funding for services provided under this agreement, pursuant to this paragraph in the sole discretion of the County, this agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

Total amount of this Agreement shall not exceed \$756,304.74.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Probation Department, ATTN: Fiscal
3974 Durock Road, Suite 205
Shingle Springs, CA 95682

County of El Dorado
Sheriff's Office, ATTN: Fiscal
300 Fair Lane
Placerville, CA 95667

or to such other location as County directs.

In the event that Contractor fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article XI, Default, Termination, and Cancellation.

ARTICLE IV

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE VIII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE IX

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE X

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XI

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE XII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Probation Department
3974 Durock Road, Suite 205
Shingle Springs, CA 95682
ATTN: Chief Probation Officer

AND

COUNTY OF EL DORADO
Sheriff's Office
300 Fair Lane
Placerville, CA 95667
ATTN: Randy Peshon, Undersheriff

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
360 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

EL DORADO COUNTY OFFICE OF EDUCATION
Administrative Services
6767 Green Valley Road
Placerville, CA 95667
ATTN: Robbie Montalbano, Associate Superintendent
& David Publicover, Executive Director

or to such other location as the Contractor directs.

ARTICLE XIII

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XIV

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XV

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.

- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XVI

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVII

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XVIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XIX

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XX

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXI

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXII

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXIII

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXIV

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXV

Administrator: The County Officer or employee with responsibility for administering this Agreement for the Probation Department is Andrew Craven, Deputy Chief Probation Officer, or successor; and for the Sheriff's Office is Randy Peshon, Undersheriff, or successor.

ARTICLE XXVI

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXVII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXVIII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXIX

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XXX

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Department Administrator Concurrence:

By: _____ Dated: _____
Andrew Craven, Deputy Chief Probation Officer
Probation Department

By: _____ Dated: _____
Randy Peshon, Undersheriff
Sheriff's Office

Requesting Department Head Concurrence:

By: _____ Dated: _____
Brian J. Richart, Chief Probation Officer
Probation Department

By: _____ Dated: _____
John D'Agostini, Sheriff
Sheriff's Office

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrisin
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

EL DORADO COUNTY OFFICE OF EDUCATION,
ADULT EDUCATION PROGRAM
A Public Education Entity

By: _____
Robbie Montalbano, Associate Superintendent
"Contractor"

Dated: _____

Exhibit "A"

El Dorado County Office of Education and El Dorado County Jail facilities Assembly Bill 109 enhanced education program, Scope of Services

Scope of Services: Contractor agrees to furnish the personnel and instruction materials necessary to provide enhanced educational services to the El Dorado County Sheriff's Department at the Placerville and South Lake Tahoe El Dorado County Jail facilities as established in the Public Safety Realignment Plan/Community Corrections Partnership. Services may include, but not be limited to, Assembly Bill 109 enhanced education Program design, the provision of (1) teacher at the Placerville Jail site, the provision of (1) teacher at the South Lake Tahoe Jail Site, and administrative support. Classes provided will include, but not be limited to, an Individualized learning High School Diploma program, General Education Development (GED) test and Keyboarding program using curriculum appropriate for El Dorado County Jail inmates. Services will be in accordance with Exhibit "C" and Exhibit "D", marked El Dorado County Office of Education and El Dorado County Jail, Placerville Location, El Dorado County Jail, South Lake Tahoe Location, El Dorado County Probation, Community Corrections Center location Curriculum Description and Expenditure Budget.

1. **Administrative services;** Services may include, but not limited to, General Education Development (GED) test and High School Diploma credit classes. Contractor will provide qualified personnel and services which may include teachers, aides, administrative and support personnel as needed to provide the education services.
2. **Eligible student population and class size;** Eligible students for participation shall include, but not be limited to, adults who have not yet attained a GED or High School Diploma. Class size, as well as service to students, is by mutual agreement of both parties based on available resources.
3. **Curriculum;** Curriculum will be determined by mutual agreement of both parties.
4. **Testing;** Testing of students to obtain GED certificates or High School Diplomas is within scope of the agreement. Testing of students to qualify for receipt of GED certificates and/or High School Diplomas will be provided by Contractor.
5. **Books, supplies, software, and electronic devices;** Books, supplies, and software, to support curriculum shall be mutually agreed upon by Parties at selection and determination of curriculum. Agreed upon books, materials, and software will be supplied by Contractor and included in the Compensation and Fee(s). Additional materials, including electronic devices, may be supplied by Contractor for actual costs with mutual agreement of both parties. Photocopying services, as well as general classroom supplies such as paper and pencils, will be provided by the County at the County's expense.
6. **Facility site, facility services, information technology, network infrastructure, and support services;** Classroom facilities suitable to both Parties shall be supplied by County at no cost to Contractor, including at the adult jail locations in Placerville and South Lake Tahoe. Facilities services shall include providing, installing, and maintaining classroom(s), computers, workstations, printers, bathrooms, parking, custodial services, and utilities (electrical, garbage, water, telephone, network access, and internet access with appropriate content filtering). Photocopying services, electronic devices, technology support, and secure storage of classroom instructional materials shall be provided by County.

Exhibit "B"

El Dorado County Office of Education and Community Corrections Center Assembly Bill 109 enhanced education program, Scope of Services

Scope of Services: Contractor agrees to furnish the personnel and instruction materials necessary to provide enhanced educational services to the El Dorado County Probation Department at the Community Corrections Center facility as established in the Public Safety Realignment Plan/Community Corrections Partnership. Services may include, but not be limited to, Assembly Bill 109 enhanced education Program design, the provision of (1) teacher at the Shingle Springs Probation Community Corrections Center site and administrative support. Classes provided will include, but not be limited to, an Individualized learning High School Diploma program, General Education Development (GED) test and Keyboarding program using curriculum appropriate for El Dorado County Probation clients. Services will be in accordance with Exhibit "C" and Exhibit "D", marked El Dorado County Office of Education and El Dorado County Jail, Placerville Location, El Dorado County Jail, South Lake Tahoe Location, El Dorado County Probation, Community Corrections Center location Curriculum Description and Expenditure Budget.

1. **Administrative services;** Services may include, but not limited to, General Education Development (GED) test and High School Diploma credit classes. Contractor will provide qualified personnel and services which may include teachers, aides, administrative and support personnel as needed to provide the education services.
2. **Eligible student population and class size;** Eligible students for participation shall include, but not be limited to, adults who have not yet attained a GED or High School Diploma. Class size, as well as service to students, is by mutual agreement of both parties based on available resources.
3. **Curriculum;** Curriculum will be determined by mutual agreement of both parties.
4. **Testing;** Testing of students to obtain GED certificates or High School Diplomas is within scope of the agreement. Testing of students to qualify for receipt of GED certificates and/or High School Diplomas will be provided by Contractor.
5. **Books, supplies, software, and electronic devices;** Books, supplies, and software, to support curriculum shall be mutually agreed upon by Parties at selection and determination of curriculum. Agreed upon books, materials, and software will be supplied by Contractor and included in the Compensation and Fee(s). Additional materials, including electronic devices, may be supplied by Contractor for actual costs with mutual agreement of both parties. Photocopying services, as well as general classroom supplies such as paper and pencils, will be provided by the County at the County's expense.
6. **Facility site, facility services, information technology, network infrastructure, and support services;** Classroom facilities suitable to both Parties shall be supplied by County at no cost to Contractor in a location to be determined by the Probation Department/Community Corrections Center. Facilities services shall include providing, installing, and maintaining classroom(s), computers, workstations, printers, bathrooms, parking, custodial services, and utilities (electrical, garbage, water, telephone, network access, and internet access with appropriate content filtering). Photocopying services, electronic devices, technology support, and secure storage of classroom instructional materials shall be provided by County.

EXHIBIT "C"

El Dorado County Office of Education and El Dorado County Jail, Placerville Location, El Dorado County Jail, South Lake Tahoe Location, El Dorado County Probation, Community Corrections Center Location, Curriculum Descriptions.

CURRICULUM DESCRIPTIONS

INDIVIDUALIZED LEARNING HIGH SCHOOL DIPLOMA PROGRAM

Instructors at each location will make good faith efforts to locate and review each student's high school transcript as available to create a custom path to earning an adult high school diploma. Curriculum for this program will be based on:

Online Digital Diploma Curriculum – e.g., *Apex Learning*

- Provides an online diploma program, including credit recovery and acceleration options
- Allows instruction at three different literacy levels, including Literacy Advantage, which provides material at a lowered reading level to support students who are not yet proficient in reading.
- Delivers a personalized learning experience, so each student receives the support they need to excel, including lessons that include multiple opportunities for students to explore, apply, and practice
- Allows students to move at their own pace, while benefitting from continual guidance and feedback provided by the opt-in support

INDIVIDUALIZED LEARNING GENERAL EDUCATION DEVELOPMENT TEST PROGRAM

Assess each student in areas needed to pass the GED, including providing a custom program to remediate learning gaps and provide enhanced teaching tools and software to address individual learning needs while giving teachers the ability to track both individual and class progress.

GED Preparation Curriculum – e.g., *GED Academy*:

- An online preparation program designed to help students pass the GED. Each subject test accurately measures what a student needs to study and when they are ready for each GED sub-test. Instead of a one-size-fits-all classroom, GED Academy builds a customized learning plan for each student
- Provides three practice GED tests for each subject, in addition to teacher-graded essay tests
- Provides sample scores to help guide students to a more personalized study

-Online Math Curriculum – e.g., *ALEKS*:

- Provides a web-based, artificially intelligent assessment and learning system, including the advantages of one-on-one instruction, 24/7
- Uses adaptive questioning to quickly and accurately determine exactly what a student knows and doesn't know in a course
- Instructs each student on the topics they are most ready to learn. As a student works through a course, ALEKS periodically reassesses the student to ensure that topics learned are also retained

Online Reading Program – e.g., *Read Naturally Read Live*:

- For use with students in need of reading support as determined by instructor.
- Web-based reading intervention and assessment program designed to provide differentiated instruction to meet the needs of a wide range of students, from first grade to adult
- Provides students with a motivating curriculum, supporting fluency, phonics, vocabulary, and comprehension
- Provides assessment tools for screening students for overall reading proficiency, assists teachers in determining which students need intervention, and progress monitoring

Keyboarding Program

- Provide students with a keyboarding program for students in need of keyboarding support as determined by instructor.
- The new GED test, which will only be available through an online test, will require students to type at approximately 30 wpm.

EXHIBIT "D"
El Dorado County Office of Education Billing Rates and Assumptions

El Dorado Office of Education
 Charter Community School Adults In Correctional Facilities Education Program
 Billing Rates and Assumptions for 2016-17 Draft

EXHIBIT D
 Page 1 of 5

		South Lake Tahoe Jail	Placerville Jail	Notes
Student Count (ADA)		0-12	0-24	1
Billing Rates:				
Instructional Services	per hour of class time conducted	\$ 67.20	\$ 67.20	2, 10
Curriculum Costs	per student per month, 26 student minimum charge	\$ 48.00	\$ 48.00	3
GED Testing (paper based)	per student tested	\$ 473.00	\$ 473.00	4
GED Testing (on-line)	per student tested	\$ 153.00	\$ 153.00	4
GED Proctor	per test session	\$ 269.00	\$ 269.00	5, 10
GED One-Time Testing Center	one-time per test center	\$ 490.00	\$ 490.00	6
State Income	Estimated rate of \$2,024.53 per ADA which is equivalent to 525 hours of instruction. Actual state funding received each year is the prior year ADA times the current year rate. This amount is then adjusted for the prior year funding received that was greater or less than the actual ADA served. For this reason, the estimated income shown in the examples is lower than it will be as growth is funded by the state. State revenue for this program is also subject to annual reauthorization by the state Legislature and Governor.			7,8,9

Notes:

- 1 Budget based on 36 students. (12 at South Lake Tahoe and 24 at Placerville).
- 2 Monthly invoice billed on the total number of class hours conducted
- 3 Monthly invoice billed at minimum of 12 students per month for SLT Jail and 24 students per month for Placerville Jail (36 total). Additional students above 36 to be billed at \$48 per student, per month.
- 4 Per student fee to be billed for each student tested. Rate billed is dependent upon method of testing chosen from two options above.
- 5 Per test session offered, based upon 7.5 hour per day for each GED test session including set up/tear down.
- 6 Per test center, one-time set up fee billed as incurred.
- 7 Based upon actual attendance hours, not enrollment. Income estimates assume full enrollment/attendance of 12 and 24 students respectively for the two sites.
- 8 State reimbursement ADA rate based upon prior year.
- 9 Net amount due from the Jail programs for the annual contract charge is subject to potential offset for any state ADA income received. Note that the Community Corrections Center does not qualify for state ADA income.
- 10 Up to and not to exceed, 5% increase annually beginning July 1st of each year.*
 *Increase and actual percentage is contingent upon Contract Administrator's approval of justification.

EXHIBIT "D"
El Dorado County Office of Education Billing Rates and Assumptions

EXHIBIT D
Page 2 of 5

SLT Jail Program, 2016-17						
ESTIMATED ANNUAL BILLING						
	Days per Week	Hours per Day	Est. Days of Service	Estimated Annual Hours	Rate	Amt. Billed
Instructional Services	3	6	153	918	\$ 67.20	\$ 61,689.60
	12 Students minimum		Months			
Curriculum Costs		12	12		\$ 48	\$ 6,912.00
	Estimated Students					
GED Testing (paper based)		10			\$ 473	\$ 4,730.00
	Estimated Students					
GED Testing (on-line)		0			\$ 153	\$ -
	Estimated Sessions					
GED Testing Proctor		10			\$ 269	\$ 2,690.00
	one-time only					
GED One-Time Testing Center		1			\$ 490	\$ 490.00
Total Cost Billed (prior to any potential state ADA income offset)						\$ 76,511.60
Revised Projected 2015/16 Contract Amount						\$ 73,574.00
Projected Change from prior year						3.99%

Notes

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Notes:

- 1 Budget based on 36 students. (12 at South Lake Tahoe and 24 at Placerville).
- 2 Monthly invoice billed on the total number of class hours conducted
- 3 Monthly invoice billed at minimum of 12 students per month for SLT Jail and 24 students per month for Placerville Jail (36 total). Additional students above 36 to be billed at \$48 per student, per month.
- 4 Per student fee to be billed for each student tested. Rate billed is dependent upon method of testing chosen from two options above.
- 5 Per test session offered, based upon 7.5 hour per day for each GED test session including set up/tear down.
- 6 Per test center, one-time set up fee billed as incurred.
- 7 Based upon actual attendance hours, not enrollment. Income estimates assume full enrollment/attendance of 12 and 24 students respectively for the two sites.
- 8 State reimbursement ADA rate based upon prior year.
- 9 Net amount due from the Jail programs for the annual contract charge is subject to potential offset for any state ADA income received. Note that the Community Corrections Center does not qualify for state ADA income.

EXHIBIT "D"

El Dorado County Office of Education Billing Rates and Assumptions

EXHIBIT D
Page 3 of 5

Placerville Jail Program, 2016-17						
ESTIMATED ANNUAL BILLING						
	Days per Week	Hours per Day	Est. Days of Service	Estimated Annual Hours	Rate	Amt. Billed
Instructional Services	4	7	181	1267	\$ 67.20	\$ 85,142.40
		24 Students minimum	Months			
Curriculum Costs		24	12		\$ 48	\$ 13,824.00
		Estimated Students				
GED Testing (paper based)		13			\$ 473	\$ 6,149.00
		Estimated Students				
GED Testing (on-line)		0			\$ 153	\$ -
		Estimated Sessions				
GED Testing Proctor		10			\$ 269	\$ 2,690.00
		one-time only				
GED One-Time Testing Center		1			\$ 490	\$ 490.00
Total Billed (prior to any potential state ADA income offset)						\$ 108,295.40
Revised Projected 2015/16 Contract Amount						\$ 104,241.00
Projected Change from prior year						3.89%

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Notes:

- 1 Budget based on 36 students. (12 at South Lake Tahoe and 24 at Placerville).
- 2 Monthly invoice billed on the total number of class hours conducted
- 3 Monthly invoice billed at minimum of 12 students per month for SLT Jail and 24 students per month for Placerville Jail (36 total). Additional students above 36 to be billed at \$48 per student, per month.
- 4 Per student fee to be billed for each student tested. Rate billed is dependent upon method of testing chosen from two options above.
- 5 Per test session offered, based upon 7.5 hour per day for each GED test session including set up/tear down.
- 6 Per test center, one-time set up fee billed as incurred.
- 7 Based upon actual attendance hours, not enrollment. Income estimates assume full enrollment/attendance of 12 and 24 students respectively for the two sites.
- 8 State reimbursement ADA rate based upon prior year.
- 9 Net amount due from the Jail programs for the annual contract charge is subject to potential offset for any state ADA income received. Note that the Community Corrections Center does not qualify for state ADA income.

EXHIBIT "D"
El Dorado County Office of Education Billing Rates and Assumptions

El Dorado Office of Education
 Charter Community School Adult Education Program
 Billing Rates and Assumptions for 2016-17 Draft

Exhibit D
 4 of 5

		Probation Department Durock Road	Notes
Student Count		0-13	1
Billing Rates:			
Instructional Services	per hour of class time conducted	\$ 67.20	2, 7
Curriculum Costs	per student per month, 13 student minimum charge	\$ 48.00	3
GED Testing (paper based)	per student tested	\$ 473.00	4
GED Testing (on-line)	per student tested	\$ 153.00	4
GED Proctor	per test session	\$ 269.00	5, 7
GED One-Time Testing Center	one-time per test center	\$ 490.00	6

Notes:

- 1 Budget based on 13 students.
- 2 Monthly invoice billed on the total number of class hours conducted
- 3 Monthly invoice billed at a minimum of 13 students per month. Additional students to be billed at \$48 per student, per month.
- 4 Per student fee to be billed for each student tested . Rate billed is dependent upon method of testing chosen from two options above.
- 5 Per test session offered, based upon 7.5 hour per day for each GED test session including set up/tear down.
- 6 Per test center, one-time set up fee billed as incurred.
- 7 Up to and not to exceed, 5% increase annually beginning July 1st of each year.*
 *Increase and actual percentage is contingent upon Contract Administrator's approval of justification.

EXHIBIT "D"
El Dorado County Office of Education Billing Rates and Assumptions

EXHIBIT D
Page 5 of 5

Placerville Probation Program 2016-17						
ESTIMATED ANNUAL BILLING						
	Days per Week	Hours per Day	Est. Days of Service	Estimated Annual Hours	Rate	Amt. Billed
Instructional Services	3	4.5	143	643.5	\$ 67.20	\$ 43,243.20
		13 student minimum per month	Months			
Curriculum Costs		13	12		\$ 48	\$ 7,488.00
		Estimated Students				
GED Testing (paper based)		7			\$ 473	\$ 3,311.00
		Estimated Students				
GED Testing (on-line)		0			\$ 153	\$ -
		Estimated Sessions				
GED Testing Proctor		10			\$ 269	\$ 2,690.00
		one-time only				
GED One-Time Testing Center		1			\$ 490	\$ 490.00
Projected 2016-17 Contract Amount					\$	57,222.20
Revised Projected 2015/16 Contract Amount					\$	71,579.00
Projected Change from prior year						-20.06%

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Notes:

- 1 Budget based on 13 students.
- 2 Monthly invoice billed on the total number of class hours conducted
- 3 Monthly invoice billed at a minimum of 13 students per month. Additional students to be billed at \$48 per student, per month.
- 4 Per student fee to be billed for each student tested . Rate billed is dependent upon method of testing chosen from two options above.
- 5 Per test session offered, based upon 7.5 hour per day for each GED test session including set up/tear down.
- 6 Per test center, one-time set up fee billed as incurred.